

BBWI FORM
PROC-1811b
05/01

Page 1

AGREEMENT NO. 4491
BECHTEL BWXT IDAHO, LLC (BBWI)
2525 Fremont Avenue
P. O. Box 1625, Idaho Falls, ID 83415-3521
OPERATING UNDER U. S. GOVERNMENT CONTRACT NO. DE-AC07-99ID13727

To: Clark Radio Electronics, Inc
550 W. Pacific
Blackfoot, ID 83221

Effective Date: October 1, 2001

To: Paul Clark
Phone: (208) 785-1430
Fax No.: (208) 785-0001

1. STATEMENT OF WORK

- 1.1. Clark Radio Electronics, Inc. (Supplier) shall furnish the following in accordance with the requirements, terms and conditions specified or referenced in this Agreement:
- 1.1.1. Non-exclusive use by Bechtel BWXT Idaho, LLC (Customer), (or Customer's successor in the operation of the Idaho National Engineering & Environmental Laboratory), of its Howard Mountain transmitter facility and communication tower, and backup generator power.
- 1.1.2. Such usage shall consist of Customer equipment operation in the facility as described in Exhibit A1, "Agreement No. 4491 Exhibit A1 Space Allocation for Howard Mountain Paging Site, dated August 13, 2002."
- 1.1.3. Customer will maintain proper NTIA license for all applicable equipment in operation under this Agreement.

2. CUSTOMER EQUIPMENT

- 2.1.1. Customer equipment is owned by the U.S. Government. Title to property of the U.S. Government shall not be affected by the incorporation of the property into or the attachment of it to any property not owned by the Government, nor shall such Government property, or any part thereof, be or become a fixture or lose its identity as personalty by reason of affixation to any realty.

Procurement Agent: Dennis G. Miller	Telephone: (208) 526-1737	Fax: (208) 526-7744
Ship via: N/A	F.O.B./Trans.: N/A	
Billing Address: Accounts Payable BBWI P. O. Box 1625 Idaho Falls, ID 83415-3117 P.O. #1288 Dennis G. Miller	Signed: <u>Dennis G. Miller</u>	<u>9/5/02</u> Date
	Title:	
	Signed: <u>Paul C. Clark</u>	<u>9/6/02</u> Date
	(Supplier's Official)	
Title: <u>President</u>		

Return one signed copy of this Agreement to BBWI.

Bechtel BWXT Idaho, LLC
Agreement No. 4491
(Continuation Sheet)
Page 2 of 4

3. APPLICABLE CODES AND ORDINANCES

- 3.1. The Supplier agrees to comply with all codes and ordinances applicable to the ownership and establishment of the transmitter facility, at its own expense, and to obtain all necessary permits and related items.

4. LICENSE

- 4.1. This Agreement is not intended to create any interest in real property in favor of the Customer, but merely creates a license to use the premises in accordance with the terms of this Agreement.

5. TERM AND PRICE

- 5.1. The term of this Agreement shall be five (5) years, from October 1, 2001, through September 30, 2006, subject to other provisions of the Agreement.
- 5.2. Customer shall pay Supplier the amount of \$200.00 per month for Paging and Battery Rack space cited in Exhibit A1, and \$100 per month for backup generator power.
- 5.3. Upon occupancy of the expansion space in the fall of 2002 for Narrow Band Radio equipment as noted in Exhibit A1, Customer shall pay an additional \$200 per month for the expansion space, and an additional \$100 per month for backup generator power. A letter from Customer to Supplier confirming commencement date of expansion space shall be issued and signed by the parties.
- 5.4. Amounts are payable monthly in arrears without the requirement of invoice or voucher.

6. RENEWAL OPTION TERM AND PRICE

- 6.1. Customer shall have the option to renew this Agreement for two additional periods of five (5) years each at the same rates.

7. CANCELLATION

- 7.1. The Customer shall have the right to cancel this Agreement, or any renewal term, upon 120 day advance written notice to the Supplier.

8. OPERATIONAL INTERFERENCE

- 8.1. The parties agree that Customers' present equipment and operations do not interfere with the existing communications equipment operations of Supplier, or such operations of any of the Supplier's other customers using the facility. Should Customer cause substantial radio frequency interference with existing operational configurations of Supplier and/or of its other customers' to the extent that its/their business is affected, Customer shall, upon written notice by Supplier, remedy the same in a timely manner.
- 8.2. If Customer does not remedy the interference in a timely manner, Supplier shall have the right to cancel this Agreement upon sixty (60) day advance written notice, and Supplier shall reimburse Customer for any unused portion of the consideration already paid to Supplier hereunder.
- 8.3. Supplier agrees to eliminate in a timely manner, without cost to Customer, any interference to Customer's operation as a result of Supplier's or another party's present or subsequent installation and operation. If Supplier does not eliminate such interference within a reasonable

Bechtel BWXT Idaho, LLC

Agreement No. 4491

(Continuation Sheet)

Page 3 of 4

length of time, Customer shall have the right to cancel this Agreement upon sixty (60) day advance written notice.

9. ALTERATIONS

- 9.1. Customer shall have the right to, as it may from time to time change the installation and operations of its equipment, make necessary connections to telephone and utility sources that may require equipment house alterations for this purpose. In such event, Customer may request that the Supplier cause such alterations to the facilities, at Customer's expense.
- 9.2. In the event the Customer performs such alterations (to be performed at its expense), it shall obtain Supplier's approval (not to be unreasonably withheld) of its contractor. Customer agrees to, at its expense, repair any roof, building, or tower damage that is caused by such installations or by the maintenance of the same, for the duration of this Agreement.

10. MAINTENANCE AND REPAIRS

- 10.1. The Customer shall not be responsible for maintenance and repairs to the facilities, except for such repairs required due to Customer negligence. Supplier shall, at its expense, maintain the facilities (includes building(s), tower and outdoor areas) in good order, condition and repair. At the conclusion of the Agreement term, Customer will remove its property and will surrender the site to the Supplier in good order and condition, normal wear and tear excepted. Customer shall not leave debris, old equipment, etc. outside of the building, and shall be responsible for disposing any unused equipment.

11. INSURANCE

- 11.1. It is agreed that the Supplier and the Customer shall respectively obtain whatever insurance that they may consider prudent and necessary to protect their respective and separate best interests, and neither party shall be obliged to obtain insurance as regards the other party's real or personal property; provided however, that this provision shall not be construed as a waiver of any rights of subrogation or entitlements in law by either party.

12. ASSIGNMENT

- 12.1. Customer shall have the right at any time to assign this Agreement to the U. S. Government or the Government's management and operating type contract designee without the Supplier's consent, and to any other designee with the consent of the Supplier. All rights and obligations under this Agreement shall, upon assignment to a designee, transfer to the designee, and Bechtel BWXT Idaho, LLC, or its successor, shall from that point have no further rights or obligations under this Agreement.

13. ADMINISTRATION

- 13.1. Supplier Administration: The Supplier's responsibilities shall be administered by Paul Clark.
- 13.2. Administrative and Legal Jurisdiction. Unless the Supplier is otherwise notified in writing, BBWI's responsibilities under this action shall be administered by Dennis G. Miller, or an authorized Procurement Agent/Subcontract Administrator (terms considered interchangeable) named herein, Procurement Supervisor, or Procurement Manager. Such jurisdiction is to extend only to the assignment and coordination of work within the work under this Agreement.
- 13.3. Notices: Any notice provided for this action shall be considered as having been given:

Bechtel BWXT Idaho, LLC

Agreement No. 4491

(Continuation Sheet)

Page 4 of 4

- 13.3.1. To BBWI, if mailed electronically via e-mail ("dnm@inel.gov") or fax, or if delivered personally to Dennis G. Miller, or if mailed by U. S. Mail addressed to Dennis G. Miller, Bechtel BWXT Idaho, LLC, Mailstop 3521, P. O. Box 1625, Idaho Falls, Idaho 83415 - 3521; or
- 13.3.2. To the Supplier, if delivered personally to its duly authorized representative at the site of work, or if mailed electronically via e-mail or fax, or by U. S. Mail addressed to the Supplier at 550 W. Pacific, Blackfoot, ID 83221.

Space Allocation
for Howard Mountain Paging Site

Paging

SIZE 23" x 23"
ONE PAGING TRANSMITTER
1 ea UHF Antenna & Receiver
1 ea VHF Antenna/Transmitter
no phone circuits
1 ea 20 amp AC Circuit
with generator backup

Battery Rack

48" x 18"

Narrow
Band
Radio

23" x 23"
ONE TRUNKING TRANSMITTER
1 ea UHF Antenna
1 ea 19" rack with
various INEEL equipmt
1 ea T1 Circuit
1 ea 4W Circuit
1 ea 20 amp AC Circuit
with generator backup

Supplier
Paul Clark
CRE dne
9/6/02

Customer
D.K. Miller
BBW 8/6/02